IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION NO.152 OF 2007

GE Countrywide Consumer
Financial Services Limited .. Petitioner
Versus
Kiranen Mayur Daftary & Anr. .. Respondents.

ALONGWITH
ARBITRATION PETITION NO.153 OF 2007

GE Countrywide Consumer
Financial Services Limited .. Petitioner
Versus
Arbar Ahmed Anis Ahmed Malik
& Anr. .. Respondents.

Mr.Mohit Gadkari for petitioners.

CORAM : S.C.DHARMADHIKARI, J.
DATE : 21st September, 2007.

P.C.

1. On the last occasion, this matter was adjourned to enable the petitioners to place on record details of the security and mortgage as the said details were not mentioned in the original petition. A further affidavit is now

filed and in paragraphs 2 and 3 of the same, this is what is stated :-

> "2 I say that as is averred in paragraphs 5 and 7 of the petition, the respondents have in consideration of the petitioner advancing the said loan against the mortgage of the said flat, executed the following documents in favour of the petitioner :-
>
> a. Demand Promissory Note for the said principal amount with interest on the said principal amount at the rate as stated therein.
>
> b. Memorandum of Entry.
>
> and deposited the original title deeds to the said flat with the petitioner to

secure the repayment of the said loan advanced by the petitioner to the respondents and created mortgage over the said property by way of deposit of title deeds.

3 I say that as per the list of title deeds contained in the Memorandum of Entry executed by the respondents in favour of the petitioner, the following original title deeds and/or documents of title stand deposited by the respondents with the petitioner (1) original registered Agreement dated 17-05-2005 (2) original registration receipt (3) original 3 receipts from the builders (4) original NOC of builder and (5) original stamp duty receipt."

2. The respondents to this petition have

been duly served as is clear from the affidavit filed on 7th September, 2007, annexing therewith the public notice so also postal receipt despatching the notice by post.

3. I was informed on the earlier occasion that the premises are locked. In the light of the facility granted and securities created so also there being no dispute raised to the claim of the petitioners in the proposed Arbitral Reference and the petitioners having stated on oath that they are ready and willing to go for Arbitration, it would be just and convenient if the Court Receiver, High Court, Bombay is appointed as a Receiver of the said immovable property mentioned, more particularly, at Exhibit-A to the petition. The Court Receiver shall take possession of the flat and put his lock and seal thereon with due notice to the Co-Operative Housing Society. The authorities,

namely, the local police station so also the office bearers of the Co-Operative Housing Society to assist the Court Receiver in implementing the order passed by this Court today.

4. The Court Receiver shall make a report to this Court within a period of two weeks from the date of taking possession.

5. Court Receiver to act on an authenticated copy of this order.

(S.C.Dharmadhikari, J.)